

MEMORANDUM

OCTOBER 9, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR NEIGHBORHOOD
HOUSING AND DEVELOPMENT

SUBJECT: CONSULTING CONTRACT FOR DESIGN SERVICES WITH ROBERT MCCOY

SUMMARY: THIS MEMORANDUM REQUESTS THAT THE BOSTON REDEVELOPMENT AUTHORITY AUTHORIZE ENTERING INTO A CONTRACT FOR DESIGN SERVICES WITH ROBERT MCCOY. THE PURPOSE OF THE \$15,000 NINE MONTH CONTRACT IS TO SECURE PLANNING AND DESIGN SERVICES RELATING TO BRA'S VACANT LAND INVENTORY, LANDSCAPING AND TO FACILITATE THE REVIEW OF DESIGN PROPOSALS FOR COMMUNITY OPEN SPACE WITH THE ROXBURY LAND TRUST AND THE SOUTH END/LOWER ROXBURY OPEN SPACE LAND TRUST.

A consulting contract for design services is being sought in order to provide assistance to BRA staff in facilitating the disposition of BRA-owned parcels for community gardens, open space, and landscaped areas. With the establishment of the South End/Lower Roxbury Open Space Land Trust and the Roxbury Land Trust several vacant parcels have been conveyed to be maintained as permanent open space for the benefit of the community. Planning and design services are needed to review proposals for these sites as well as establishing priorities for additional conveyances.

Design Services to be provided include:

1. Coordination of BRA staff activities in reviewing designs and budgets for parcels conveyed to the South End/Lower Roxbury and Roxbury Land Trusts.
2. Review of design proposals for landscaping required of developers on selected sites leased for temporary use or conveyed by the BRA for redevelopment.
3. Review City of Boston Parks Department 5-year open space plans in reference to BRA planning, design and development activities.

It is recommended that a \$15,000 nine month contract be approved between the BRA and Robert McCoy in order to secure these services. As President of McCoy Landscaping and Construction Inc., which carries out landscaping design, management and consulting services, Mr. McCoy is well qualified to provide these services.

An appropriate vote follows:

VOTED: That the BRA Board hereby authorizes the Director to enter into a contract for design services with Robert R. McCoy in an amount not to exceed \$15,000 for a nine month period for the purposes of securing planning and design assistance relating to BRA's vacant land inventory, open space and landscaping.

ROBERT R. MCCOY

23 Countryside Drive
Mattapan, Massachusetts 02126
(617) 298-8957

PRESENT:

McCoy Landscaping and Construction Inc., President
General Contractor - Landscaping - Landscaping Design - Maintenance
Management - Landscaping and Maintenance Consultant - Real Estate

RECENT PROFESSIONAL EXPERIENCE:

Commissioner

Boston Parks and Recreation Department

1982 to June 1986

Responsible for the management of the Parks and Recreation Department including administration of a \$7 million budget and management of 260 employees. Department is charged with the maintenance, programming and/or management of 2,500 acres of parks and playgrounds, seven recreation centers, four swimming pools, two golf courses, three active cemeteries and sixteen historic cemeteries. Significant management accomplishments:

- * Created and implemented innovative national model Boston Park Partners Program through which 60 local community organizations adopted part of the maintenance or programming of their parks.
- * Created programs to respond to vastly reduced departmental budget such as a corporate Adopt-a-Park Program and a Light-a-Light Program to finance the Christmas lights on the Common as well as public/private partnerships for the operation of the golf courses and recreation centers.
- * Initiated the development of an automated management information system for the department.
- * Initiated the development of a comprehensive maintenance management system for the Maintenance Division.
- * Created the first departmental division for planning.
- * Created the Fund for Parks and Recreation as a vehicle to raise private funds and succeeded in garnering over \$3.5 million in public and private grants.
- * Created the Historic Burying Grounds Initiative to survey, masterplan and repair the 16 long neglected historic cemeteries of Boston.
- * Fostered the development of a strong network of non-profit organizations working to improve the funding, priority, support for, planning and use of Boston's green spaces by citizens, government, and businesses.
- * Guided the massive renovation of historic Franklin Park, Boston's largest park.

Assistant Commissioner

Boston Parks and Recreation Department

1978 to 1982

Responsible for the development of the municipal City-wide recreation systems, including the supervision of the physical facilities and the recreation programming. Coordinated all City-wide sport leagues and athletic activities.

Deputy Director

Boston Youth Activities Commission

1972 to 1978

Supervised the field operation which consisted of twelve neighborhood Youth Resource Centers and 130 youth workers. These centers provided an alternative to youth involved in street crime and in the court system. Youth workers provided counseling and resource referral for social service, health, employment and educational needs.

PREVIOUS PROFESSIONAL EXPERIENCE:

Community Organizer	Boston Youth Activities Commission
Youth Supervisor	Boston Youth Activities Commission
Youth Worker	Boston Youth Activities Commission
Deputy Sheriff	Suffolk County

ACADEMIC BACKGROUND:

Northeastern University School of Education, Master in Education

Boston State College, Major: Management, Minor: Sociology, B.A.

CURRENT CIVIC ACTIVITIES:

Member	Roxbury Boys and Girls Club Board of Directors
Vice President	Boys and Girls Clubs of Boston Metropolitan Board
Member	Boys and Girls Clubs Board of Overseers
President	Roxbury Multi-Service Center Board of Directors
Member	Friends of the Esplanade
Member	Boston Conservation Commission
Member	National Association for Olmsted Parks
	National Steering Committee
Member	Urban Parks and Recreation Alliance
Member	Arnold Arboretum Visiting Committee
Member	Freedom Trail Commission
Member	State Office of Affirmative Action Advisory Board
Member	Commonwealth of Massachusetts Division of Employment Security Advisory Council

SELECTED PAST ACTIVITIES:

Member	Salvation Army South End Boys Club Advisory Board
Member	United States Youth Games National Committee.

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

ROBERT R. McCOY

THIS AGREEMENT entered into this day of , 1991 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, Massachusetts, hereinafter referred to as the "Authority" and Robert R. McCoy, 23 Countryside Drive, Mattapan, Massachusetts, hereinafter referred to as the "Contractor".

I. Scope of Services

The Contractor shall, as directed by the Director or his designee, provide professional planning and design services for the Authority and will be assigned by the Department of Neighborhood Housing and Development. Such planning and design services shall include but not be limited to the following items:

1. Coordinate BRA staff activities with the South End/Lower Roxbury Land Trust and the Roxbury Land Trust in reviewing designs and budgets for parcels conveyed to these Land Trusts by the BRA for community open space use.
2. Work with the South End/Lower Roxbury Land Trust in planning future property conveyances for community open space purposes including the preparation of preliminary plans, studies, surveys, and preliminary cost estimates.
3. Coordinate BRA staff in the design of and review of landscaping required of developers on selected sites leased for temporary use or conveyed by the BRA for redevelopment.
4. Review City of Boston Parks Department 5-year open space plans in reference to BRA planning, design and development activities.

II. Compensation

The Authority shall pay to the Contractor the sum of Thirty (\$30.00) Dollars per hour up to a maximum of Fifteen Thousand (\$15,000.00) Dollars for the time expended by the Contractor in providing services hereunder. It is understood that the Contractor will normally work approximately twenty (20) hours per week unless otherwise directed by the Authority's Director, the Assistant Director of Neighborhood Housing and Development or Designee.

The above fee shall be considered to include all costs incurred by the Contractor in respect to the planning and design services described herein, including, but not limited to, fringe benefits, office expenses, reproduction costs, travel, supplies and equipment, general cost of doing business and profit.

In no event will the total compensation to be paid hereunder exceed the maximum sum of Fifteen Thousand (\$15,000.00) Dollars for any and all of the services specified in this contract.

III. Methods of Payment

The Contractor shall make weekly application for payment of fees earned and payment will be on a weekly basis. Each such application shall contain an itemization of the total time the Contractor worked on this Contract, and his total fee hereunder. Upon receipt and approval of the application for payment, the Authority shall pay one hundred (100%) of the fees as earned as computed under Article II.

IV. Time of Performance

All work under this agreement shall be completed within nine months after the execution date of this Agreement.

V. Terms and Conditions

This contract is made subject to and incorporates the provisions of the attached form "Part II-Terms and Conditions", wherein the "Local Public Agency" shall mean the "Authority".

- VI. Any notice or request required to be given to the Authority hereunder may be given or made by delivery or mailing postage prepared to: 23 Countryside Drive, Mattapan, Massachusetts 02126.

VII. Final Release

In consideration of the execution of this Agreement by the Authority, the Contractor agrees that simultaneously with the acceptance of what the Authority renders as the final payment by it under this Contract, the Contractor will execute and deliver to the Authority, an instrument under seal releasing and forever discharging the Authority to and from any and all claims, demands and liabilities whatsoever of every name and nature both at law and equity, arising from, growing out of, or in any way connected with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized and their respective seals affixed hereto as of the date first above written.

ATTEST

BOSTON REDEVELOPMENT AUTHORITY

By:

Stephen Coyle, Director

CONTRACTOR

By:

Robert R. McCoy

APPROVED AS TO FORM:

Chief General Counsel

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL ASSISTANCE ADMINISTRATION

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

Part II - Terms and Conditions

1. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency

The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes

The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.
- b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws

The Contractor shall comply with applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency

No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials

No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

